



MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: FEBRUARY 17, 2011	QUOTE DUE BY (DATE AND TIME): MARCH 8, 2011 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION SEE PROJECT LOCATIONS BELOW
TO BE COMPLETED BY: REFER TO THE CONTRACT TERMS CONTAINED HEREIN.	QUOTATION # D209-062-R2-B THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: 660-385-8245 FAX: 660-385-1707
Mailing Address: (RFQ responses may be faxed) Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Project Locations: Refer to the information contained herein for specific information on each project location.

SCOPE OF WORK

The Missouri Department of Transportation (MoDOT) District 2 is seeking qualified vendors to provide contract mowing services on specific sections of right-of-way twice, once prior to the Independence Day holiday (July 4) and once in August prior to the Labor Day holiday (the first Monday in September).

This service shall comply with the provisions outlined within this Request For Quotation and be provided according to the requirements & specifications of the enclosed Mowing Services Agreement.

If the contractor wishes to harvest the hay on the right of way in the awarded project area(s), they will have the first option to do so before this opportunity is offered to the general public. However, it will be necessary to complete a permit application and comply with the requirements detailed therein. The awarded contractor will coordinate the completion and approval of any permit applications with Jarod Murr, Senior Traffic Specialist, at 660-385-8268. Haying will not be permitted in any bridge cut areas. As a reference, a copy of the current haying permit form, which details haying requirements, is attached.

In sections where adjacent property owners are already keeping areas clean cut, those property owners will be allowed to continue this practice. Those property owners are not allowed to take hay from that ground. They may choose to let the area grow up for the contractor's haying purposes, but this is a voluntary decision on their part and they cannot be required to do so. It will be assumed the bidder has viewed the section(s) they are submitting a quotation on to identify such areas and to quote accordingly.

VENDOR NAME:

(Please enter your name/company in this block)

PUBLIC PRE-BID MEETING NOTICE

The Missouri Department of Transportation (MoDOT) is inviting interested mowing contractors and local property owners in the North Central District to a public pre-bid meeting at the MoDOT District Office General Services Building, located at 902 North Missouri Street in Macon, on **Tuesday, March 1, 2011**, beginning at 10:00 a.m. and lasting approximately 1 hour.

During this meeting, MoDOT representatives will review the scope of work related to this contract, provide detailed information on the specified sections of right of way to be mowed and will answer any questions arising from discussions with the attendees. Attendance at this public pre-bid meeting is not mandatory, but all interested parties are welcomed and encouraged to attend.

QUOTE PRICE SUBMISSION

Project Location #'s 1– 4 are already under contract. This RFQ is for the following additional areas:

PROJECT LOCATION #5:

Route 36 (Livingston-Linn County): From Livingston County Route CC, East to Linn County Route 139 North; a distance of 11.5 miles (approx. 132 acres)

QUOTE PRICE:

\$ _____ **Per Acre / Per Mowing**
(base your quote price upon 132 acres)

PROJECT LOCATION #6:

Route 36 (Linn County): From Route TT, West to Route 139 North; a distance of 9.8 miles (approximately 110 acres)

QUOTE PRICE:

\$ _____ **Per Acre / Per Mowing**
(base your quote price upon 110 acres)

Pursuant to Section 285.530(1) RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract in excess of five thousand dollars by the Missouri Highways and Transportation Commission/Missouri Department of Transportation (MoDOT) to a business entity, the business entity shall, by sworn affidavit and provisions of documentation, affirm enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Acceptable enrollment and participation documentation consists of completed a copy of the E-Verify Memorandum of Understanding (MOU). Any vendor that is not already enrolled and participating in a federal work authorization program and has the intent of doing business with MoDOT, should begin the enrollment process immediately by going to the web site below:

E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

A copy of a completed E-Verify Memorandum of Understanding (from the link above) should be returned with your Request For Quotation response.

SPECIAL TERMS AND CONDITIONS

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within four (4) calendar days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation may result in his/her bid being rejected.

Insurance / Certificate of Insurance Requirements

Within four (4) calendar days of notification, the Bidder will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required herein, prior to the issuance of any contract, notice to proceed, or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552

Temporary Suspension of Work

The **District Engineer or a designated representative** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

INSTRUCTIONS TO VENDORS

When responding to this Request For Quotation, vendors should:

1. Fill in their name/company name in the block provided on the bottom of page 1.
2. List their quote price (per acre/per mowing) in the spaces provided on page 2.
3. Obtain a copy of a completed E-Verify Memorandum of Understanding per the instructions on page 2.
4. Complete the Preference In Purchasing Products form on page 9.
5. Complete the Signature And Identity Of Bidder form on page 10.
6. If the vendor is a sole-proprietorship or partnership, complete (and have notarized) the affidavit on page 11. Otherwise, if not a sole-proprietorship or partnership, complete (and have notarized) the affidavit on page 12.
7. Provide the requested Vendor Information in the blocks provided on page 13.
8. Return, as a minimum, pages 1, 2, 9, 10, 11 (or 12), and 13 before the response deadline (per instructions on pages 1 and 3).

Award decisions will be made on a "Location by Location" basis using the "lowest and best" principle of award. Contracts will be awarded individually for each specified section of right of way.

It is not necessary to submit a quotation on all locations. Only submit a quotation for the location(s) you are interested in providing services on. If bidding on multiple locations, please do not bid for more sections than you could mow in the time frames required, in the event you would be awarded all locations you submit a quote for.

Responses may be mailed, hand-delivered or faxed to the MoDOT District 2 Procurement Office at the district address or fax number listed above. If an interested vendor does not have access to a fax machine, responses may be brought to any of the following MoDOT offices, for faxing to the Procurement Office in Macon, Missouri:

- District 2 Marshall Area Office, located at 1593 West Arrow Street in Marshall, Missouri
- District 2 Chillicothe Project Office, located at 1303 Mitchell Avenue in Chillicothe, Missouri
- District 2 Kirksville Area Office, located at 311 N. Elson in Kirksville, Missouri

Regardless of the delivery method or the location of the fax transmittal, **all responses must be received at the Procurement Office in Macon, Missouri, no later than 1:00 PM on March 8, 2011.**

CCO Form:
Approved: 04/07 (BDG)
Revised:
Modified:

DRAFT

(THE TERMS & CONDITIONS DETAILED HEREIN WILL APPLY TO THIS QUOTATION. SPECIFIC DATA WILL BE FILLED IN FOR EACH PROJECT LOCATION WHEN CONTRACTS ARE AWARDED)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MOWING SERVICES AGREEMENT**

THIS AGREEMENT is entered into by _____ (hereinafter, "Company") and the Missouri Highways and Transportation Commission (hereinafter, "the Commission").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the personnel, equipment, materials and all other things necessary for mowing right-of-way in _____

(B) The Company shall mow the described right-of-way twice. One mowing cycle shall be accomplished in the month of June, prior to the Independence Day holiday (July 4th) and the other in the month of August, prior to the Labor Day holiday (the first Monday in September). For each mowing cycle, the Commission's representative will issue a notice to proceed, which will stipulate the date the Company is expected to begin work. The notice to proceed will be issued at least five (5) calendar days before the stipulated date to start work for each mowing cycle. The Company shall complete all work required for each mowing cycle through the entire contract limits within two weeks of the date the Company is expected to begin work. This Agreement consists of mowing approximately ____ acres per cycle. Thus the total quantity to be mowed is ____ acres, if all areas are mowed and all mowing cycles are authorized.

(C) No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the pay item in this Agreement.

(D) Mowing of the right-of-way shall consist of mowing grassed or vegetated roadside areas as follows: A width fifteen (15) feet from the outside edge of the paved surface. Additionally, medians with less than sixty (60) feet between the paved surfaces shall be mowed in their entirety. Medians greater than sixty (60) feet between the paved surfaces shall be mowed for a distance of fifteen (15) feet from the paved surface. Additionally, sight distance triangles, approximately 100 feet long on each leg, shall be mowed at median crossovers and at state and county road intersections. These sight distance triangles help vehicles on the side roads and in the median to see oncoming traffic. Additionally, when at-grade bridges are encountered, the Company shall complete a bridge cut, by flaring out, at the beginning of the guardrail, and cutting a 45 degree angle to the right of way line and then mowing the entire area alongside the bridge to the spill fill (steep grade). Vegetation to be mowed shall consist of planted or naturally occurring grasses, weeds, and other vegetation, both herbaceous and

woody, excluding landscaped ornamental plantings.

(E) All equipment used in the execution of the contract, including but not limited to riding mowers, trucks, tractors, protective and supply vehicles, shall be equipped with either a white strobe light or an amber flashing light. The light shall be used when operating along or adjacent to the roadway. All mowing equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment. All manufacturer recommended safety devices shall be properly installed and maintained at all times that the equipment is in use. All mowing equipment shall have protective devices on the mower to prevent objects from being thrown into traffic. If the Commission's representative determines that any equipment is deficient in safety devices, the Company shall immediately remove the equipment from service until the deficiency is corrected.

(F) Mowing equipment used by the Company shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings. All grass and vegetation shall be cut to a height of six (6) inches unless otherwise directed by the Commission's representative. Equipment used for mowing shall not be used on slopes steeper than 3 to 1 unless the equipment is designed for that purpose. Mowing shall include the vegetation around all Commission signposts within the defined mowing width. No weed-eating will be required. However, the Commission does require, based upon the equipment the Company uses, mowing be completed as close as safely possible to any posts, delineators, guardrail, etc., without hitting those items. This will require the use of the tractor's reverse gear.

(G) Where the limits of mowing have been previously established, or natural landscaping has been preserved, mowing shall conform to the established mowing contours unless otherwise excluded by the Commission's representative. Mowed areas shall be uniform in appearance with no streaking or scalping. Mowed areas of different widths shall be connected to produce smooth flowing transitions. Clippings shall be evenly distributed over the mowed area. No large clumps of clippings shall remain after mowing.

(H) One side of the roadway shall not be mowed to a length for which the adjacent roadside cannot be mowed the succeeding workday. At the conclusion of each working day, no more than a one (1) mile section shall be left partially mowed. All work shall be performed during daylight hours.

(I) Except during working hours, the Company shall not park vehicles or store equipment or materials closer than 30 feet from the edge of pavement carrying traffic, unless the equipment, vehicles, or materials are located in a properly protected area. The Company shall notify the Commission's representative of all temporary parking or storage locations located on the right of way. If prior arrangements are made with the appropriate maintenance building supervisor and providing that space is available on the lot, the Company may be allowed to park their equipment overnight at the closest MoDOT maintenance facility.

(J) All service and supply operations shall be conducted at least 30 feet from the edge of pavement. No supply vehicle shall enter the median for any purpose except as necessary to repair or remove inoperable equipment.

(K) All personnel involved in mowing operations or service and supply operations shall wear high visibility safety vests or other high visibility clothing. Safety vests will be supplied to the Company by the Commission's representative.

(L) Actions by the Company that result in damage to turf, trees, curbs, sidewalks, pavement, signs, structures, mail boxes, delineators, landscaping, or other appurtenances shall be immediately reported to the Commission's representative and repaired or replaced to the satisfaction of the Commission's representative at the Company's expense. Ruts, tire tracks, and other disturbed areas caused by the Company shall be filled with approved topsoil and re-seeded as directed by the Commission's representative at the Company's expense.

(M) Measurement of mowed and trimmed areas will be made to the nearest acre. Final measurement will not be made except for authorized changes, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity. An appreciable error is defined as an increase in excess of 125% or decrease below 75% of the original contract quantity. Payment will be made for contract quantities except for authorized changes or if appreciable errors are found in contract quantities. Payment will be considered full compensation for all labor, equipment, and material necessary to perform the described work.

(N) When operating mowing equipment within 30 feet of the edge of pavement, 48-inch warning signs with the legend "MOWERS AHEAD" shall be placed a maximum of one mile in advance of the operation, and at intervals not to exceed one mile within the operation. Signs shall be erected for both directions of traffic when working on two-lane roadways or in the medians of four-lane roadways. Signs shall be erected on approaching ramps and major side roads as necessary or as directed by the Commission's representative. The Company shall place all signs prior to beginning work and shall relocate the signs as work progresses. These signs shall be supplied by the Commission's representative. No direct payment will be made for installing, relocating or removing work zone signs.

(O) Upon presumptive completion of the required work for each mowing cycle, the Company shall notify the Commission's representative and an inspection will be performed by the Commission's representative. If the Commission's representative determines all work required by the contract has been satisfactorily completed, the Commission's representative will make the acceptance for maintenance and notify the Company in writing of the date of acceptance.

(P) Work determined to be unsatisfactory by the Commission's representative and not accepted shall be corrected to acceptable standards at the Company's sole cost. Upon completion of the corrections, the Company shall notify the Commission's representative for a re-inspection. All items that are unsatisfactory shall be corrected before payment is made to the Company for all work.

(Q) Nothing in this Agreement shall be deemed to excuse the Company of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act prior to the final inspection of the work required during the mowing cycle.

(R) Upon final inspection and acceptance for maintenance of the work performed during a mowing cycle, the Company shall request payment by submitting an invoice to the Commission's representative. The Commission's representative will make an estimate in writing of the work completed and final inspection during the mowing cycle and the value thereof at the contract unit prices. Payment will be made based upon the Commission's representative's estimate.

(2) COMPENSATION: The Company will mow the selected areas of the Commission Right-of-way at the rate of \$_____ per acre. The amount to be paid to the Company by the Commission will be made through purchase orders and State Treasurer's draft upon receipt of statement from the Commission Representative indicating payment was due for the services provided. In the event that the low bidder is unavailable to perform the services covered by this agreement when the notice to proceed is issued, the Commission reserves the right to allow the next lowest bidder(s) to perform said services. The original low bidder will be given first right of refusal on all mowing cycles.

(3) NONDISCRIMINATION: The Company shall comply with all state and federal statutes applicable to the Company relating to nondiscrimination.

(4) DECISIONS UNDER THE AGREEMENT: The Commission's representative will decide all questions concerning the quality, quantity, and acceptability of services performed by the Company, the rate of progress of the services; any questions which may arise as to the intent of the scope of services; all questions as to the acceptable fulfillment of the Agreement on the part of the Company; the proper compensation for a breach of the Agreement; and all other claims in connection with this Agreement. The Commission representative's decisions shall be conclusive, binding and incontestable.

(5) INDEMNIFICATION: The Company shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Company's performance of its obligations under this Agreement

(6) VENUE: It is agreed by the Company that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(7) INSURANCE: The Company shall provide general liability insurance covering all work to be performed by the Company. The specific amounts of insurance coverage shall be, Public Liability (including property damage and personal injury): Not less than \$400,000 for any one person in a single accident or occurrence, Not less than \$1,000,000 for all claims arising out of a single occurrence.

(8) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Company and the Commission, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Company.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Company and the Commission.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Company with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Company.

(11) COMMISSION REPRESENTATIVE: The Commission's District Maintenance

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(12) GOVERNING LAW: This Agreement shall be construed according to the laws of the state of Missouri. The Company shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) DURATION: Unless otherwise terminated, this Agreement shall be in effect from the execution of this Agreement through the end of calendar year 2011.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Company the ____ day of _____, 20__.

Executed by the Commission the ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

COMPANY

By _____
Signature

By _____
Signature

Title: _____

Title: _____

Attest: (SEAL)

Attest:

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

___ a United States citizen. ___ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP,
THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH
YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or
title business name
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

VENDOR NOTES

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFQ.

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Cellular #:
Email Address:	Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE)? YES NO	
WOMEN BUSINESS ENTERPRISE (WBE)? YES NO	
If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address: http://www.oswd.mo.gov	
Vendors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Vendors are encouraged to obtain 10% MBE and 5% WBE participation.	
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS (please circle)? YES NO	
A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined in RSMo 34.044.	

All responses to this Request For Quotation should be submitted on this form (and returned with the pages/documents per the instructions on page 3) and returned to the Buyer listed above at the District mailing address or fax number shown.

Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Quotation, the RFQ requirements will supersede those below.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

PERMIT FOR WORK ON RIGHT OF WAY

District 2 Permit No. _____
P.O. Box 8 Route _____ County _____
Macon, MO 63552 (Type of work) Town _____
Inspector Jarod Murr Log Point _____
Phone 660-385-8268 GPS Begins N _____ W _____
RMS _____ Issued _____ GPS Ends N _____ W _____
Sight Distance: _____ mph Expires _____
N S E W _____ N S E W _____ Extended _____

Location of work on State Highway right of way along the _____ side. _____ (Feet or miles)

N S E W from _____
(direction) (State highway, County road, City street or County line)

Description of work: **Harvest Hay on State Right of Way.**

Applicant agrees to the following:

- 1) Harvesting may begin on the backside of the ditch line ditch or toe of the slope except for restricted areas.
- 2) No mowing or harvesting will be allowed on slopes steeper than 4:1 or within 30 feet from edge of pavement.
- 3) All bales, broken or unbaled windrows of hay will be removed from the right of way within 10 calendar days after harvesting.
- 4) No trucks or equipment to be parked within 30 feet from edge of roadway.
- 5) Applicant agrees to enter and leave the roadway at an authorized entrance, from an outer road, crossroad, or from an adjacent property.
- 6) All work to be done during daylight hours.
- 7) Hay harvesting will be allowed from June 1 to the end of the season.
- 8) The permittee is liable for any accidents or claims.

It is the department's intent that permits will be issued to those individuals engaged in farming, The hay will be used solely in their farming operation. It is not intended that the hay be removed for resale. The department reserves the right to limit the amount of hay any one individual may harvest on state right of way.

By signing this form the applicant agrees to all provisions of this permit.

_____/_____/_____
(Signature) (Date)

_____/_____/_____
(Signature) (Date)

(Print Name)

(Print Name)

(Applicant's Contractor)

(Applicant)

(Address)

(Address)

(City State Zip-code)

(City State Zip-code)

(Telephone Number) (_____) _____

(Telephone Number) (_____) _____

Surety deposit required. none _____, bond # _____, check # _____ \$ _____.

Transmittal Number _____ Make check payable to: **Director of Revenue Credit Road Fund.**

For Office use only

Date: _____ By: _____

GENERAL PROVISIONS

Section 1. The signing of this form binds the applicant to the terms of this permit. If signed by Applicant's contractor or that contractor's authorized representative, the contractor will be held jointly responsible for all of the requirements of this permit until it is released by the District Engineer.

Section 2. Construction material and equipment may be on the right of way only during the period of actual construction providing it is not on the roadway shoulders, in the ditch or blocking sight distance.

Section 3. Applicant agrees that construction inspection will be provided by applicant to assure compliance with the permit.

Section 4. Applicant shall provide adequate preliminary engineering including planning, and coordination with all concerned parties to:

- (a) Confirm their contractor knows the rules and limitations for installations on highway right of way.
- (b) Provide preinstallation meetings to all parties on major installations. .
- (c) Include the name and telephone numbers of the design engineer and construction manager, as well as the dimension of the facility from the right of way line on the permit.

Section 5. Prior to beginning work, the applicant will request from MoDOT, a location of MoDOT owned utilities within the proposed work area. The established Missouri One-Call System will help identify other utilities located on the right of way

Section 6. Applicant will contact MoDOT 48 hrs prior to any lane closure. Lane closure dates may be rescheduled and/or lane closure times may be shifted to off-peak and/or nighttime hours to minimize traffic backups. Multiple tasks should be scheduled in a single work zone if possible.

Section 7. Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, The Manual on Uniform Traffic Control Devices (current editions) All utility facilities will be installed and located and all other work performed in accordance with the Commission's "Policy on Location of Utility Facilities on State Highways" and other policies of the Missouri Department of Transportation.

Section 8. No advertising signs or display material of an advertising nature is to be placed on or to extend over onto the right of way as covered in Section 227.220 R.S.Mo

Section 9. The Applicant agrees to hold harmless the commission, its officers and employees from all liability, judgments, costs, expenses and claims growing out of damages of any nature whatsoever, to any person or property arising out of performance or non-performance of said work, or existence of said improvements.

Section 10. All costs incurred due to the issuance of this permit shall be borne by the applicant, the applicants successors, and assigns.

Section 11. It is understood that in granting this permit the Commission waives none of its power or rights to direct the removal, relocation, and/or proper maintenance in the future of anything within the right of way of the state highway at no cost to the commission.

Section 12. The Applicant's deposit or bond may be held until the work has been completed and has been approved by the District Engineer's representative. The Applicant agrees that the Commission may, after the expiration date of this permit or extension thereof, use as much of the deposit as may be necessary to restore, correct, or complete any and all work started or done by the Applicant by whatever means the Commission deems necessary. The Commission may use the deposit to correct any hazard which the applicant / contractor does not correct upon notification.

Section 13. The obtaining of this permit does not relieve the Applicant of the responsibility for obtaining other permits required by this or any other agency having jurisdiction.

Section 14. Applicant agrees to keep a copy of the permit and an approved plan on the job site.

Section 15. Roadway ditches, culverts and other such devices used to carry surface run-off will be kept open, free and clear at all times.

Section 16. No driveway or improvement constructed on the highway right of way, shall be altered or relocated without permission of the District Engineer.

Section 17. All landscaping shall be reviewed, approved, and permitted by district engineer and/or representative.

THANK YOU

DATE: _____

FROM: _____ (Company Name)

(Contact Person)

_____ (Mailing Address)

____ (City, State, Zip Code)

____ (Office Phone #)

____ (Cellular Phone #)

_____ (Fax #)

_____ (Email Address)

() Product or service is not available or cannot meet the required specifications

() Other obligations – cannot make required deadline

() The delivery point or work location is outside of our territory or coverage/service area

() Other – Please explain below:

() Please keep our name on the bidder's list for future opportunities on this product or service.

() Please remove our name from your bidder's list for this product or service.

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